

INVITATION TO BID

(Revised 4/21/09)

Project Name: "FIRE EXTINGUISHERS, NEW"
DATE ISSUED: February 9, 2011

Submit bids in *One (1) original and Two (2) sealed duplicate copies**

** With the original clearly marked "Original" and the Duplicates clearly marked "Duplicate."*

Address Bids To: **DEKALB COUNTY DEPARTMENT OF PURCHASING AND CONTRACTING
 THE MALOOF CENTER,
 1300 COMMERCE DRIVE, 2nd FLOOR
 DECATUR GEORGIA 30030**

(Non-Mandatory) Pre-Bid Conference: February 24, 2011, at 10:00 am,
 330 W. Ponce de Leon Ave, Decatur, Georgia 30030, Conference Room A.

For Specifications information *before* Sealed Bids are closed, contact Purchasing Division at **(404)-371-2613** (see notes below)

NOTES:

1. All Requests Must Be In Writing.
No responses to requests, answers to specification questions, or additional information shall be supplied after March 3, 2011."
3. See Attached Form 3, Paragraph 2: (E-mail: rmosby@dekalbcountyga.gov), or Fax: (404) 371-7006.

For Abstract information *after* Sealed Bids are closed, see website http://www.co.dekalb.ga.us/purchasing/Results_C_S.htm, or pcadmin-ops@co.dekalb.ga.us, or call (404)-371-7051.

Sealed Bids for furnishing the commodities or services described in the following schedule will be received **at the location listed above:**

until 3:00 P.M. on March 9, 2011, and at that time publicly opened.

The official Purchasing & Contracting Department Web Site is: <http://www.co.dekalb.ga.us/purchasing/index.htm> where bidding information will be available.

DELIVERY F.O.B.: Various DeKalb County Facilities and Locations.

DESCRIPTION

Bids are invited by DeKalb County to establish a Purchase Agreement for bidders to furnish **"FIRE EXTINGUISHERS, NEW"** as listed on Page(s) 4 thru 5 as Items No. 1 through 13, and in accordance with attached requirements.

FIRM'S NAME AND ADDRESS: (Street, City, State and Zip Code. Type or print): ARE YOU A DEKALB COUNTY FIRM? Yes ___ No ___		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID (Bid must be signed); 	DATE OF BID:
SIGNER'S NAME AND TITLE (Type of Print): Federal Tax ID No.		Telephone and Fax Numbers with Area Code: Phone: Fax: E-mail:	

NOTICES TO BIDDERS

All bids are subject to the following:

1. The attached Bidding Instructions, Terms and Conditions (Purchasing and Contracting Form No. 3).
2. Notice To Bidders (Purchasing and Contracting Form No. 17).
3. The Schedule included below and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached hereto or incorporated by reference in the Schedule.
5. Brand Name or Trade Name/Mark Instructions (Purchasing and Contracting Form No. 14).
6. Local Small Business Enterprise Ordinance (LSBE) (Purchasing & Contracting Form No. 7).
7. Additional Instructions, Terms and Conditions Applicable to Indefinite Quantity and Service Contracts (Purchasing & Contracting Form No. 4).
8. Federal Work Authorization Form (Purchasing & Contracting Form No. 31).
9. Insurance (P & C Form No. 25).
10. Timely supply of all insurance and bonding as required by the bid.

Bidder Note: Please be advised Form #33, Federal Work Authorization Form must be filled out, notarized and returned with the bid

Bidder Note: Please be advised Form #7 LSBE Ordinance documents must be filled out and returned with the bid

Bidder Note: Should any of the submittals not be identical to the original submittal, bidder may be deemed non-responsive and his bid may be rejected and not considered.

Bidder Note: All addendums must be signed and returned or your bid may be deemed non-responsive.

It is the sole responsibility of bidder(s) to ensure that bids reach the Purchasing & Contracting Department on or before the closing date and time. The County shall in no way be responsible for delays caused by any occurrence. Offers by telephone, facsimile or telegram will not be accepted.

The County will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing & Contracting Department shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Under no circumstances shall bids delivered after the specified time be considered. Such bids will be returned unopened.

THE DECATUR POSTMASTER WILL NOT DELIVER CERTIFIED OR SPECIAL DELIVERY MAIL TO SPECIFIC ADDRESSES WITHIN DEKALB COUNTY GOVERNMENT. WHEN SENDING BIDS OR TIME SENSITIVE DOCUMENTS, YOU MAY WANT TO CONSIDER A COURIER THAT WILL DELIVER TO SPECIFIC ADDRESSES. BIDDERS SHOULD REGULARLY CHECK OUR WEB SITE WHERE BID UPDATES AND ADDENDA WILL BE POSTED.

CAUTION: READ ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, ETC. IN DETAIL. ALL BIDDERS ARE RESPONSIBLE FOR RESPONDING TO THIS BID PACKAGE SPECIFICALLY AS SET FORTH IN THE DOCUMENT HEREIN. FAILURE TO DO SO COULD MEAN BEING FOUND NON-RESPONSIVE AND YOUR BID MAY NOT BE CONSIDERED.

THE OFFICIAL PURCHASING & CONTRACTING DEPARTMENT WEB SITE IS:
<http://www.co.dekalb.ga.us/purchasing/index.htm>

All bids must be either typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections or changes on any document must be initialed by the signatory of the bid. Bidders will not be allowed to modify their bids after the designated opening date and time.

FIRST PAGE IS TO BE SIGNED AND RETURNED WITH YOUR BID

The enclosed (or attached) bid in response to Invitation No. 3001935 is a firm offer, as defined by Section O.C.G.A. 11-2-205 of the Code of Georgia (Georgia Laws 1962 pages 156-178), by signatory. This offer shall remain open for acceptance for a period of ninety calendar days from the date of the opening of the bids, as set out in the invitation for bids. The terms, conditions, and other limitations of the invitation for bids are accepted.

Bidder state payment terms, including time payment discount(s):

_____ ; (See Form #3, Paragraph 5.)

PRICE SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
1.	CO2, 10 pound Metal Head only Bidding on: _____ (Brand Name and/or Identification Number)	20	Each	\$ _____	\$ _____
2.	CO2, 20 pound Metal Head only with gauge to check internal pressure: Bidding on: _____ (Brand Name and/or Identification Number)	5	Each	\$ _____	\$ _____
3.	ABC, Multi-purpose, Dry Chemical, 2-1/2 Pound with Metal Vehicle Mounting Bracket: NO PLASTIC VALVES: Bidding on: _____ (Brand Name and/or Identification Number)	6	Each	\$ _____	\$ _____
4.	ABC, Multi-purpose, Dry Chemical, 2-1/2. Pound without Metal Vehicle Mounting Bracket: NO PLASTIC VALVES: Bidding on: _____ (Brand Name and/or Identification Number)	6	Each	\$ _____	\$ _____
5.	Plastic Head type, Kidde, 2-1/2 pound Model KXL212TCZNVB (ONLY)	340	Each	\$ _____	\$ _____
6.	Metal Bracket for extinguisher, 2-1/2 Pound Kidde Model K896698 (ONLY)	24	Each	\$ _____	\$ _____
7.	ABC, Multi-purpose, Dry Chemical, 5 Pound with Metal Vehicle Mounting Bracket: NO PLASTIC VALVES: Bidding on: _____ (Brand Name and/or Identification Number)	60	Each	\$ _____	\$ _____

ITEM NO.	SUPPLIES OR SERVICES	ESTIMATED NUMBER OF UNITS	UNIT	UNIT PRICE	AMOUNT
8.	ABC, Multi-purpose, Dry Chemical, 5 Pound without Metal Vehicle Mounting Bracket: NO PLASTIC VALVES: Bidding on: (Brand Name and/or Identification Number)	4	Each	\$ _____	\$ _____
9.	ABC, Multi-purpose, Dry Chemical, 10 Pound with Metal Vehicle Mounting Bracket. NO PLASTIC VALVES: Bidding on: (Brand Name and/or Identification Number)	30	Each	\$ _____	\$ _____
10	ABC, Multi-purpose, Dry Chemical, 10 Pound without Metal Vehicle Mounting Bracket: NO PLASTIC VALVES: Bidding on: (Brand Name and/or Identification Number)	3	Each	\$ _____	\$ _____
11.	ABC, Multi-purpose, Dry Chemical, 20 Pound Bidding on: (Brand Name and/or Identification Number)	65	Each	\$ _____	\$ _____
12.	Ansul Brand, Part number SY2014 (ONLY), 20 Pound, ABC portable fire extinguisher.	2	Each	\$ _____	\$ _____
13.	BC 20 Pound Extinguisher NO PLASTIC VALVES. Bidding on: (Brand Name and/or Identification Number)	4	Each	\$ _____	\$ _____
	TOTAL (for bid comparisons): Bidder add prices for Items No. 1 through 13 from the "AMOUNT" column and add the result:				\$ _____

End Price Schedule.

GENERAL TERMS AND CONDITIONS

I. Bidder must check applicable blank below:

Bidder affirms that specifications are exactly met:

Yes _____ No _____

II. ANY DEVIATION FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY BIDDER. Bidder will explain exact particulars where bid does not meet exactly the specification if A No is checked above.

III. CONTRACT PERIOD -- From DATE OF AWARD through September 30, 2012 , inclusive.

Bidder extends to DeKalb County the option to renew the contract for an additional period, under the same price(s), terms and conditions, provided option is exercised no later than sixty days prior to expiration of the contract.

Bidder must check and initial applicable blank below:

Yes _____ No _____

Contract may, with mutual agreement between the parties and contingent upon future funding, be extended for a further two-year period from the initial expiration date. If DeKalb County does not exercise the option to renew the contract and a new Invitation to Bid is issued, the current contract will not be renewed.

IV. TERMINATION OF CONTRACT: The County may **unilaterally** terminate this contract, in whole or in part, for the County's convenience, or because of failure of the contractor to fulfill the contract obligations **in any respect**.

V. The contract will be and "Indefinite Quantity" type with County requirements to be satisfied on an "as ordered" basis.

VI. COUNTY REQUIREMENTS: This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

GENERAL TERMS AND CONDITIONS

- VII. DELIVERY: Delivery is required within 2 calendar day(s) after receipt of order. However, alternate delivery time will be considered provided it is so stated.

(Bidder state number of days for delivery)

- VIII. Successful bidder must maintain a reasonable stock for DeKalb County for quick service/refill, etc., within 24 hours. Bidder must indicate below normal inventory.

- IX. PAYMENT: Invoice charges, if any, are to be accumulated and paid a minimum of once each month. Invoices are to be signed by the Contractor or authorized delegate, and must contain the authorizing DeKalb County Purchase Order Number or Release Number to be processed for payment. Purchase Order Number or Release Number must also be on Delivery Ticket. Invoice must be mailed or sent to:

- (1) Accounting Services Division
DeKalb County Finance Department
Maloof Annex
1300 Commerce Drive
Decatur, GA 30030
- (2) with a copy mailed to Department or Division utilizing the Contract,
- (3) and a COPY of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report to:
Contract Compliance Division
1300 Commerce Drive
2nd Floor
Decatur, GA 30030.

NOTE: In the event of a change in name and/or address by contractor's company, (whether due to relocation, sale to another company or other causes), payment cannot be made under this contract until DeKalb County is properly notified in writing of such change; with notification sent (1) to the Finance Department Accounting Services Division, (2) to the Purchasing & Contracting Department and (3) to the using Department Director, so that necessary changes can be made to computer records for future mailings.

GENERAL TERMS AND CONDITIONS

- X. OPTION TO AUDIT: Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.
- XI. EXCISE TAX: In some instances, manufacturer do not authorize their distributors and/or dealers to furnish their products on a "Less Federal Excise Tax" basis and to receive in lieu of such Excise Tax and executed Tax Exemption Certificate. Nevertheless, it is to the economic advantage of the County to avail itself of the Excise Tax Exemption where possible, and such factor will be taken into consideration in evaluation of bids to determine the low bidder. Unless the bidder specifically states in his bid that he will be unable to allow the Federal Excise Exemption, it will be assumed that he is bidding on the basis of allowing the Excise Tax deduction and such factor will be applied in settling the invoices of the Contractor to whom award is made. Under no condition will DeKalb County pay Federal Excise Tax as a separate item on invoice.
- XII. WARRANTY AND/OR GUARANTY: The bidder will state below or will furnish a separate letter attachment which fully explains the condition of Warranty and/or Guaranty. If no Warranty and/or Guaranty is applicable, it must be so stated. NOTE: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING UNCONSIDERED.
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- XIII. AWARDS: DeKalb County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.
- XIV. TORT IMMUNITY: No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event, or failure to act.

GENERAL TERMS AND CONDITIONS

- XV. FOREIGN PRODUCTS: DeKalb County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that item(s) offered on this bid is/are manufactured/produced in the United States.

Yes _____ No _____

If "No" state place _____.

- XVI. OPEN RECORDS ACT: Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this Invitation to be public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

- XVII. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail..

- XVIII. WORK AUTHORIZATION FORM(S): See P & C Agreement/Affidavits Form # 33, following specifications.

- XIX. LITERATURE: BIDDER IS REQUIRED TO FURNISH, WITH THIS BID, LITERATURE DESCRIBING IN DETAIL THE ITEM(S) BEING OFFERED. FAILURE TO FURNISH THIS LITERATURE MAY RESULT IN THE BID BEING UNCONSIDERED.

- XX. Bidder is cautioned to make his bid complete and to furnish all information and detail required by these specifications Failure to comply may result in the bid being unconsidered due to incompleteness.

GENERAL TERMS AND CONDITIONS

XXI. CONTRACTOR'S HOLD HARMLESS AGREEMENT

A. (ENTER BIDDER'S FULL LEGAL FIRM NAME ON THE FIVE BLANK LINES BELOW):

_____ shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY.

_____ shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death), to persons or property caused by or sustained in connection with the performance of this CONTRACT; and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of

_____, or any subcontractor or anyone directly or indirectly employed by or under the supervision of any of them.

The _____ expressly agrees to defend against any claims of actions filed against the COUNTY where such claims or actions involves, in whole or in part, the subject of indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

_____ shall furnish the following insurance requirements along with contract documents sent to the COUNTY for execution. If bidder is awarded service or installation under contract based upon this Invitation to Bid, the following two paragraphs shall apply.

B. INSURANCE REQUIREMENTS (TO BE FURNISHED BY SUCCESSFUL BIDDER ONLY):

See DeKalb County Purchasing and Contracting Form No. 25.

C. Successful vendor shall mail insurance documents referenced in "INSURANCE REQUIREMENTS" paragraph to:

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

XXII. 'FIRST SOURCE' JOBS ORDINANCE: The DeKalb County First Source Ordinance requires contractors or entities employing 15 or more employees entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, which is funded in whole or part with County funds or County-administered funds in which the contractor is to receive \$50,000.00 or more in County expenditures or committed expenditures to make a good faith effort to hire DeKalb County residents for at least 50% of entry level jobs using the First Source Registry. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404-687-3400.

XXIII. This Invitation to Bid consists of 27 pages: FAILURE TO RETURN ALL PAGES IN CORRECT NUMERICAL ORDER MAY RESULT IN THE BID BEING DECLARED INVALID.

End General Terms and Conditions

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions: ¹
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
 - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County or a contractor of the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

¹ O.C.G.A. § 13-10-91, as amended.

BIDDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the bidder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

BY: _____
Authorized Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when he subcontractor(s) is retained to perform such service.

BY: _____
Authorized Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____, DAY OF _____, 20__

Notary Public
My Commission Expires: _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.]

BY: _____
Authorized Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION

and Minority Business Enterprise/Women Business Enterprise Opportunity Tracking Form

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the **Local Small Business Enterprise Ordinance**.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive **ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid**. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive **five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid**.

For all **qualified sealed solicitations**, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that **at least twenty percent (20%) of the total contract award will be performed by a certified LSBE**. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as Exhibit "A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with Exhibit "A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate **Good Faith Efforts** in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. **Failure to complete and submit the notarized Schedule of LSBE Participation may result in a bid or proposal being rejected.**

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. **Sample Report Forms** are attached as Exhibit C.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

COMPLETION OF THIS ENTIRE FORM IS MANDATORY

Failure to complete and submit this entire form may result in your bid/proposal being rejected.

"EXHIBIT A"

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY /WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below:

PRIME BIDDER/PROPOSER _____ SOLICITATION NUMBER: _____

TITLE OF UNIT OF WORK _____

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
☐ LSBE-DeKalb ☐ LSBE-MSA ☐ MBE ☐ WBE.
2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm. _____

LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in performance of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. **Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as Exhibit "B".**

Name of Contractor _____

Address _____

Contact Person _____ Telephone _____

Fax _____ Email _____

Check all that apply: ☐ LSBE-DeKalb, ☐ LSBE-MSA, ☐ MBE, ☐ WBE; Attach proof of LSBE, MBE and/or WBE certification.

Type of Work/Contract Item _____

Percentage of Work or Estimated Contract Award Amount to be performed _____

• Name of Contractor _____

Address _____

Contact Person _____ Telephone _____

Fax _____ Email _____

Check all that apply: ☐ LSBE-DeKalb, ☐ LSBE-MSA, ☐ MBE, ☐ WBE; Attach proof of LSBE, MBE and/or WBE certification.

Type of Work/Contract Item _____

Percentage of Work or Contract Award Amount to be performed _____

(Please use separate page to list additional LSBE, MBE or WBE subcontractors and/or firms [including suppliers] to be utilized in performance of this contract, if awarded.)

COMPLETION OF THIS ENTIRE FORM IS MANDATORY
Failure to complete and submit this entire form may result in your bid/proposal being rejected.

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the owner's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken.

- | | <u>Yes</u> | <u>No</u> | |
|-----|------------|-----------|--|
| 1. | _____ | _____ | Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities. |
| 2. | _____ | _____ | Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal. |
| 3. | _____ | _____ | Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations. |
| 4. | _____ | _____ | Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained. |
| 5. | _____ | _____ | Efforts made to divide the work for LSBE sub-contracting in areas likely to be successful and identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 6. | _____ | _____ | Efforts made to assist potential LSBE sub-contractors meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE(s) could not readily and economically obtain them in the marketplace. |
| 7. | _____ | _____ | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs. |
| 8. | _____ | _____ | Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs. |
| 9. | _____ | _____ | Joint venture opportunities. |
| 10. | _____ | _____ | Other actions (specify): _____) |

Please explain any no answers (by number)

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, towards assessing the bidder/proposer's efforts to meet the owner's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Contract Compliance Division at (404) 371-4795. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website at www.co.dekalb.ga.us.

COMPLETION OF THIS ENTIRE FORM IS MANDATORY
Failure to complete and submit this entire form may result in your bid/proposal being rejected.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print): _____

Firm's Officer: _____

(Authorized Signature and Title Required)

Sworn to and Subscribed to before me this _____ day of _____, 200_____.

Date

Notary Public

My Commission Expires: _____

COMPLETION OF THIS ENTIRE FORM IS MANDATORY

Failure to complete and submit this entire form may result in your bid/proposal being rejected.



(P. & C Form 7, Rev. 01-28-09, – Page 5)

“EXHIBIT B”
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known sub-contractors and submitted with the bid/proposal. Photocopies of this form are acceptable. Complete a form for each sub-contractor.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm) ☐ LSBE ☐ MBE ☐ WBE
(Check all that apply)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Materials or Services	Project Commence Date	% of Contract Award	Estimated Dollar Amount

Prime Contractor

Signature: _____

Title _____

Date _____

Sub Contractor

Signature: _____

Title _____

Date _____

Please Submit Form with Bid Documents
COMPLETION OF THIS ENTIRE FORM IS MANDATORY
Failure to complete and submit this entire form may result in your bid/proposal being rejected.

01/07 FORM 7B



PRIME CONTRACTOR LSBE UTILIZATION REPORT

Please complete a separate form for each contract.

This report must be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application) to the Contract Compliance Division. Failure to comply may result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	% Complete to Date
Name:			
Address:			
Telephone #:	Fax #	Email	

REPORTING PERIOD: (From - To)	
PROJECT NAME:	
ITE/REF NUMBER:	
CONTRACT NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$
 AMOUNT OF REQUISITION THIS PERIOD: \$
 TOTAL AMOUNT REQUISITIONED TO DATE: \$

SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: _____ Date: _____

(Signature)

(Printed Name)

Return Completed Form to:
 Contract Compliance Division, DeKalb County Purchasing and Contracting
 1300 Commerce Drive 1st Floor, Decatur, Georgia 30030
 404-371-4795(phone) 404-371-2511 (fax)



LSBE SUB-CONTRACTOR REPORT

Please complete a separate form for each contract.

This report must be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments to the Contract Compliance Division. Failure to comply may result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB - CONTRACTOR			Sub-Contract Award Amount	% Complete to Date
Name:				
Address:				
Telephone #:		Fac#		

PRIME CONTRACTOR:	
CONTRACT NUMBER:	
ITB/REF NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

Executed By: _____ Date: _____
(Signature) (Printed Name)
My Commission Expires: _____
Notary: _____

Return Completed Form to:
Contract Compliance Division, DeKalb County Purchasing and Contracting
1300 Commerce Drive 1st Floor, Decatur, Georgia 30030
404-371-4795(phone) 404-371-2511 (fax)

**DEKALB COUNTY
PURCHASING AND CONTRACTING DEPARTMENT
DECATUR, GEORGIA**

**ADDITIONAL INSTRUCTIONS, TERMS, AND CONDITIONS
APPLICABLE TO BLANKET PURCHASE AGREEMENTS AND SERVICE CONTRACTS**

1. PRICE REDUCTIONS:

If at any time after the date of the bid or offer, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any reduction in the price of an article or service offered:

- (1) To Contractor's customers.
- (2) In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to the "Price Reductions" article of the contract provisions.

2. DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS.

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of *days* specified in the contract, shall constitute a valid order.

BRAND NAME OR TRADE NAME/MARK INSTRUCTIONS

1. If items in this Invitation to Bid have been identified, described or referenced in the Invitation to Bid by a "brand name" the or Trade Name/Mark description, such identification is intended to be descriptive, but not restrictive, and is to indicate quality and characteristics of products that maybe offered. Products may be considered for award if such products are *clearly* identified in the bids and are determined by the County to meet its needs in all respects.
2. Unless the bidder clearly indicates in his bid that he is offering a product of another name or manufacturer, his bid may be considered as offering the item exactly as referenced in the Invitation to Bid.
3. (a) If the bidder proposes to furnish another product, the Brand/Trade name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation to Bid, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder or identified in his Bid as well as other information reasonably available to the Purchasing and Contracting Department. The decision of the County is to be final. CAUTION TO BIDDERS: The Purchasing and Contracting Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the Purchasing and Contracting Department. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Purchasing and Contracting Department to (i) determine whether the product offered meets the requirements of the Invitation to Bid and (ii) establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the Purchasing and Contracting Department.
 - (b) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation to Bid, he shall (i) include in his bid a clear description of such proposed modifications and (ii) clearly mark any descriptive material to show the proposed modifications.
 - (c) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation to Bid will not be considered.
- 4.... The purchase of any item by the County, as a result of this Invitation , is not a judgment of one product against another except as it applies to the need and use of the County at this time for this purpose, price and other factors considered.

DEKALB COUNTY PURCHASING AND CONTRACTING DEPARTMENT
DECATUR, GEORGIA

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS
(SUPPLY CONTRACT)

1. PREPARATION OF BIDS:

- (a) Bidders are expected to examine the drawings, specifications, Schedule, and all *instructions*. Failure to do so will be at the bidder's risk.
- (b) Each bidder *shall* furnish the information required by the bid form. The bidder shall sign the bid and print or type his name on the Schedule and each Continuation Sheet thereof on which bidder makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of *his or her* authority unless such evidence has been previously furnished to the issuing office.
- (c) Unit price for each unit bid on *shall* be shown and such price *shall* include packing unless otherwise specified. A total *shall* be entered in the Amount column of the *Schedule* for each item bid on. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- (d) When not otherwise specified, bidder must definitely state time of proposed delivery.
- (e) **TIME OF DELIVERY:** Do not use words such as: "Immediate", "As soon as Possible", etc.; state the *exact earliest* date or the minimum number of calendar days required after receipt of order. (If calendar days are used: Saturday, Sunday, *and holidays* are to be included in the number.)

2. EXPLANATIONS TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specification, etc., must be requested in writing and with sufficient time *allowed* for a *reply* to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing and Contracting Department as *outlined* in the preceding sentences. Any information given to a prospective bidder concerning *Invitations to Bid* will be furnished to all prospective bidders, as an addendum to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of addenda by a bidder must be acknowledged on the bid or by letter received before the time set for opening bids. Oral explanations or instructions given before the award of the contract will not be binding.

3. SUBMISSION OF BIDS:

- (a) Bids and modifications thereof shall be enclosed in sealed envelopes, addressed to the office in the Invitation to Bid, with the name and address of the bidder, the date and hour of opening, and the invitation number on the face of the envelope. Telegraphic bids and facsimile bids will not be considered.
- (b) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation.
- (c) Items offered must at least meet specifications called for and must be of quality which will adequately serve the use and purpose for which intended.
- (d) Full identification of each item bid upon, including brand name, make, model, catalog number must be furnished if needed, to identify exactly what bidder is offering. Cuts or other literature may be furnished. (Use additional sheets if needed.)
- (e) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (f) Bids cannot be withdrawn or corrected after opening (except reductions and changes by successful bidder, which would be to the advantage of the County, which may or may not be considered by the County).
- (g) Be sure to sign bids. Unsigned bids will not be considered (except in cases where bid is enclosed with other papers which have been signed and this determination is to be made by the County).
- (h) **TAXES:** If Federal Excise tax applies: show amount and deduct. DeKalb County is exempt from Federal Excise tax and Georgia Sales tax.
- (i) **DELIVERY MAY BE TESTED.** Since tests may require several days for completion, the county reserves the right to use a portion of any supplies before the results of the tests are known: without prejudice to any final adjustments: rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the contractor.

3. SUBMISSION OF BIDS, (continued):

- (j) **DEFAULT:** The award as a result of bids received under this invitation may be based in part on delivery factor. Accordingly should you fail to perform delivery within the time stated in your bid, you may then be declared in default of Contract. In such event the County may then proceed to purchase in the open market the items from another source and charge your account and collect from you, as the defaulting supplier, the excess cost to the County which resulted from such open market purchase.
- (k) **F.O.B. POINT:** Unless otherwise stated in the invitation and any resulting contract, or qualified by the bidder, all articles will be F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded and placed in designated place.
- (l) **PATENT INDEMNITY:** Except as otherwise provided, the successful bidder agrees to indemnify the County and its officers, agents and employees against liability, including costs and expenses for infringement upon any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the County of supplies furnished or construction work performed hereunder.
- (m) **Submit bids in original ONLY.**

4. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS. - Verify your quotations. Bids and modifications or withdrawals thereof received at the office designated in the Invitations to Bid after the exact time set for opening of bids will not be considered.

5. PAYMENT TERMS:

The payment terms adopted by DeKalb County are Net 30 unless otherwise established by law or by contract.
Bidders may obtain more favorable payment terms by offering time payment discounts when they submit their sealed bids.

6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. - By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

7. AWARD OF CONTRACT:

- (a) The contract if *awarded* will be awarded to that responsible bidder whose bid will be most advantageous to the County, price and other factors considered. The County to make the determination.
- (b) The County reserves the right to reject or accept any or all bids and to waive informalities, minor irregularities and technicalities in bids received, whichever is deemed to be in the best interest of the County, and to re-advertise.
- (c) The County may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE COUNTY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID UPON AT THE UNIT PRICES OFFERED UNLESS THE BIDDER SPECIFIES OTHER-WISE IN HIS BID.**

8. COUNTY-FURNISHED PROPERTY. - No material, labor, or facilities will be furnished by the County unless otherwise provided for in the Invitation.

9. FAILURE TO BID. - In the event no bid is to be submitted, do not return the Invitation unless otherwise specified. Failure of the recipient to bid, or to notify the issuing office that future invitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies covered by the Invitation.

10. Failure to observe any of the instructions and conditions in this Invitation to Bid may constitute grounds for rejection.

11. Items offered in this bid must comply with all Federal, State, and local laws and regulations as applicable on date of delivery.

INSURANCE REQUIREMENTS

IMPORTANT NOTICE

IMPORTANT NOTICE

IMPORTANT — PLEASE READ CAREFULLY & FOLLOW INSTRUCTIONS LISTED HEREIN

-
- I. If the County sends to you notice of Award on this bid, take this form to your insurance agent as this form contains requirements that may be non-standard in the insurance industry.
 - II. Instruct your insurance agent that the County's requirements are listed in Section III, and that you *must* comply with these requirements before you may proceed with the work.
 - III. Before the starting of any work, the successful contractor must furnish to DeKalb County certificates of insurance from companies doing business in Georgia and acceptable to the County as follows:
 1. Certificates must cover:
 - A. **Statutory Workers Compensation**
 - B. **Business Auto Liability Insurance** with a minimum \$500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
 - C. **Commercial General Liability Insurance**
 - (1) Each Occurrence - \$1,000,000
 - (2) Fire Damage - \$250,000
 - (3) Medical Expense - \$10,000
 - (4) Personal & Advertising Injury - \$1,000,000
 - (5) General Aggregate - \$2,000,000
 - (6) Products & Completed Operations - \$1,200,000
 - (7) Contractual Liability where applicable
 2. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia.
 3. The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.
 4. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

(Continued)

Purchasing & Contracting Form No. 25, (Continued)
(Blue 2) 6/15/09

5. Certificates to contain the location and operations to which the insurance applies.
6. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.
7. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
8. Certificates are to be issued to:

DeKalb County, Georgia
DeKalb County Courthouse
Decatur, Georgia 30030
9. The successful contractor shall mail insurance documents listed in this form to:

DeKalb County Department of Purchasing and Contracting
The Maloof Center
2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
10. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

- IV. Ask your insurance agent to review the form after it is typed so that the form will not have to be returned because the typist omitted a policy number, some other obvious omission, or made a material typographical error.
- V. Your insurance company or agent mail or bring an original coverage certificate to the address listed in Section III.9. Do *not* mail the certificates to DeKalb County Courthouse, Decatur, GA 30030.
- VI. Thank you for your cooperation, as it will enable you to proceed with the work in an expeditious manner.